

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51049/0087 Mine Name Talons Cove PH 2
Operator _____ Date sent 9-21-15
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Retiring SMO 2015 - 09212015

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2015 - 09212015

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2015 - 09212015

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____



50490087
Task ID# 668
cc: April

August 19, 2015

TM Crushing LLC
Attn: Nick Baird
PO Box 437
Lehi, Utah 84043

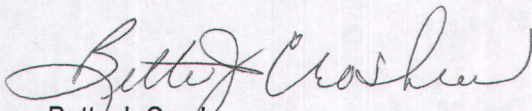
Re: Reclamation Bonds

Dear Nick:

At this time you have two reclamation bonds for the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining. The two bond numbers are [redacted] for \$435,000.00. the other bond is [redacted] or \$26,700.00. It is my understanding that these two bonds will be combined and the new amount for bond number [redacted] will be in the amount of \$1,800,000.00. Please have DOGM release bond number [redacted] or \$26,700.00.

Thanks for your help in this matter.

Best to you,


Bette J. Croshaw
Sr. Account Manager

*Tom said they will
cancel bond # [redacted]
BPC*

An Assurex Global Partner

P.O. Box 58139, Salt Lake City, Utah 84158-0139

101 South 200 East, Suite 300, Salt Lake City, Utah 84111 • Phone: 801-531-1234 • Fax: 801-531-6117 • www.moreton.com



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 1, 2015

Certified Return Receipt
7013 3020 0002 3659 5835

Bette J. Croshaw
Moreton & Company
101 South 200 East, Suite 300
Salt Lake City, Utah 84111

Subject: Authorization for Full Release of Reclamation Surety Bond, TM
Crushing LLC, Talons Cove Ph 2 Allred Pit Mine, Permit S/049/0087, Utah County,
Utah

Dear Ms. Croshaw:

Western Surety Company is presently holding surety bond for [redacted] for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for TM Crushing LLC, Talons Cove PH 2 Allred Pit Mine. The company has posted a new surety bond for a larger area that encompasses the disturbance area associated with this bond. This letter authorizes the full release of this surety.

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,

John R. Baza
Director

JRB:aa:pb

Enclosure: Original surety bond.

cc: Nick Baird, TM Crushing LLC, nbaird@hadcoconstruction.com

P:\GROUPS\MINERALS\WP\M049-Utah\S0490087-TalonsCovePh2AllredPit\final\BREL-6683-09012015.doc



CHANGE RIDER

RECEIVED

SEP 06 2011

DIV. OF OIL, GAS & MINING

Rider to be attached to and form a part of Bond Number _____ dated the
16th day of August, 2011, executed by Western Surety Company (the "Surety") on behalf of
TM Crushing LLC (Principal)

in favor of State of Utah Department of Natural Resources - Division of Oil, Gas and Mining
(the "Obligee")

The Principal and the Surety hereby consent to changing the attached bond
as follows:


The Permit Number shall be added to the bond:
S0490087

This change is effective_ 16th day of August, 2011.

The attached bond shall be subject to all of its terms, conditions and limitations except as
herein modified.

Signed, sealed and dated this 29th day of August, 2011.

WITNESS or ATTEST:



TM Crushing LLC
(Principal)

By: _____


Name:

Western Surety Company (Surety)

By: _____


Bette J. Croshaw Attorney-in-Fact

(Seal)

ACCEPTED:

Name: _____ (Obligee)

Title:

Date: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William R Moreton, Philip S Walter, Judy Parry, Bette J Croshaw, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of March, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha

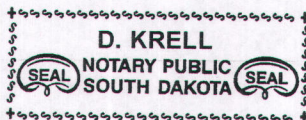
}

ss

On this 29th day of March, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of August, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

May 24, 2006

50490087

Bond Number _____ }
 Surety NAIC No. _____
 Permit Number _____
 Mine Name Talons Cove Ph2
Allred Pit

ATTACHMENT A
 To
 RECLAMATION CONTRACT
 BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
 DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
 1594 West North Temple Suite 1210
 Box 145801
 Salt Lake City, Utah 84114-5801
 Telephone: (801) 538-5291
 Fax: (801) 359-3940

RECEIVED

AUG 22 2011

DIV. OF OIL, GAS & MINING

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned TM Crushing LLC, as Principal,
 a LLC organized under the laws of the State of Utah and
Western Surety Company, as Surety, a corporation
 organized under the laws of the State of SD, hereby jointly and severally bind ourselves,
 our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
 Utah, Division of Oil, Gas and Mining ("Division") and
 (other agency, if any) in the penal sum of Twenty six thousand seven hundred and no/100----
 dollars (\$ 26,700.00*****).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
 and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
 affected by mining operations as identified in the Notice of Intention received, or approved if
 applicable, by the Division on the 16th day of August, 20 11.

The lands that are covered by this Surety Bond are the Lands Affected by mining
 operations as defined and described in the above Notice, and the Mining and
 Reclamation Plan if required, subject to terms and conditions of the Reclamation
 Contract.

The condition of this obligation is that if the Division determines that Principal has
 satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
 Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Mine Name Talons Cove Ph2
Allred Pit

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

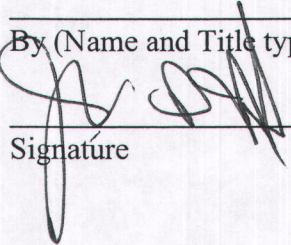
Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Mine Name Talons Cove Ph2
Allred Pit

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

TM Crushing LLC
Principal (Permittee)

By (Name and Title typed):


Signature

8-16-11

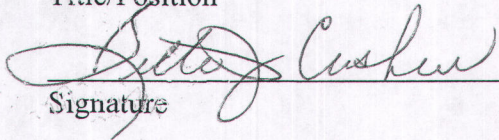
Date

Surety Company

Western Surety Company
Surety Company Name

Bette J. Croshaw
Surety Company Officer

Attorney-in-Fact
Title/Position


Signature

101 S Philip
Street Address

Sioux Falls, SD 57192
City, State, Zip

1-800-331-6053
Phone Number

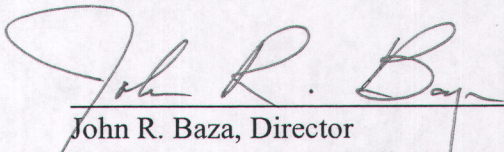
August 16, 2011
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Mine Name Talons Cove Ph2
Allred Pit

SO AGREED this 6th day of October, 20 11.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Mine Name Talons Cove Ph2
Allred Pit

AFFIDAVIT OF QUALIFICATION

On the 16th day of August, 20 11, _____
personally appeared before me, who being by me duly sworn did say that he/she, the said
Bette J. Croshaw is the attorney-in-fact of
Western Surety Company and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
Bette J. Croshaw duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: *Bette J. Croshaw*
Surety Officer

Title: Attorney-in-Fact

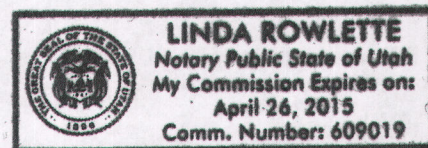
STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 16th day of August, 2011.

Linda Rowlette
Notary Public
Residing at: Salt Lake City, Ut

My Commission Expires:

4-26-, 20 15.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William R Moreton, Philip S Walter, Judy Parry, Bette J Croshaw, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of March, 2011.



WESTERN SURETY COMPANY

A handwritten signature in black ink, appearing to read "Paul T. Bruflat".

Paul T. Bruflat, Senior Vice President

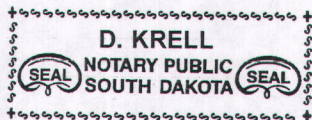
State of South Dakota
County of Minnehaha

} ss

On this 29th day of March, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



A handwritten signature in black ink, appearing to read "D. Krell".

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2011.



WESTERN SURETY COMPANY

A handwritten signature in black ink, appearing to read "L. Nelson".

L. Nelson, Assistant Secretary

FORM MR-RC (SMO)
Revised August 9, 2006
RECLAMATION CONTRACT

Mine Name:

Other Agency File Number:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

RECEIVED

SEP 15 2011

DIV. OF OIL, GAS & MINING

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between TM Crushing LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. UTR 358429 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
5. If the Surety expressly provides for cancellation or termination for non-renewal:
- A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

TM Crushing LLC.

Operator Name

By [Signature]

Authorized Officer (Typed or Printed)

Manager

Authorized Officer - Position

[Signature]

Officer's Signature

9-13-11

Date

STATE OF Utah)

) ss:

COUNTY OF Utah)

On the 13th day of September, 20 11, John D Hadfield personally appeared before me, who being by me duly sworn did say that he/she is an Manager (owner, officer, director, partner, agent or other (specify)) of the Operator TM Crushing LLC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

[Signature]
Notary Public

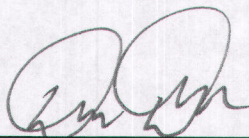
Residing at Lehi, Utah

January 7, 2015

My Commission Expires:



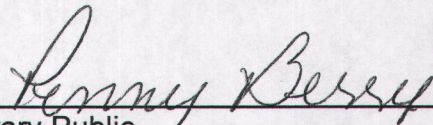
DIVISION OF OIL, GAS AND MINING:

By 
Dana Dean, P.E., Associate Director

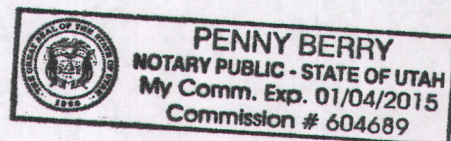
OCTOBER 5, 2011
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 5 day of October, 2011, Dana Dean
personally appeared before me, who being duly sworn did say that he, the said
Dana Dean is the Associate Director of the Division of Oil, Gas and
Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to
me that he executed the foregoing document by authority of law on behalf of the State
of Utah.


Notary Public
Residing at: Salt Lake

1/4/2015
My Commission Expires:



FACT SHEET

Commodity: Sand and Gravel

Mine Name: Talons Cove Ph. 2 Alfred Pit

Permit Number: 50490087

County: Utah

Disturbed Acres: 5

Operator Name: TM Crushing LLC

Operator address: 1450 W 1850 N Lehi UT

Operator telephone: (801) 420-5073

Operator fax: (801) 766-7604

Operator email: cpilling@tmcrushing.com

Contact: Cole Pilling

Surety Type: _____

Held by (Bank/BLM): _____

Surety Amount: \$26,700.00

Surety Account Number: _____

Escalation Year: 3 year

Tax ID or Social Security (for cash only): _____

Surface owner: Two A, LLC

Mineral owner: Two A, LLC

UTU and/or ML number: _____

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov

Penny Berry - Talon cove #2 - (s/049/0087) - response to Division Directive

From: Lynn Kunzler
To: Baker, Paul; Berry, Penny
Date: 2/2/2012 2:24 PM
Subject: Talon cove #2 - (s/049/0087) - response to Division Directive

On January 18, 2012, the Division issued a Div. Directive to TM Cushing to respond to the Division's deficiency review of their permit (Task # 4589). Everything has now been addressed.

Penny, , this task can be closed.

Paul, don't think we can delay permitting any longer - Since Peck's have not provided us a surety, I am assuming that we should send them a letter denying their permit, and go ahead and approve TM Crushing's NOI.

(reminder note - Peck's were claiming Allred had in-appropriately canceled their lease and gave it to TM Cushing- They (Peck's) have had since September to rectify - I have heard nothing from them).

Lynn Kunzler
Sr. Reclamation Specialist
Utah Div. Oil, Gas, and Mining
801-538-5310
Office hours: M,T,Th,F 7:00 am - 3:00pm

Utah Business Search - Registered Principals

Registered Principals

Name	Type	City	Status
TM CRUSHING, LLC	Limited Liability Company	LEHI	Active
Position	Name	Address	
Manager	JOHN D HADFIELD	PO BOX 437	LEHI UT 84043
Registered Agent	JOHN D HADFIELD	228 EAST DAVIS LANE	LEHI UT 84043

If you believe there may be more principals, click here to

Search by:

- Search by:
- Business Name
- Number
- Executive Name
- Search Hints

Name:

30490087

FORM MR-RC (SMO)
Revised August 9, 2006
RECLAMATION CONTRACT

Mine Name:

Other Agency File No.:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

Superseded

RECEIVED

SEP 06 2011

DIV. OF OIL, GAS & MINING

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between TM Crushing the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. UTR 358424 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

TM Crushing LLC
Operator Name

By Cole Pilling
Authorized Officer (Typed or Printed)
Manager
Authorized Officer - Position

[Signature] 8-29-11
Officer's Signature Date

STATE OF Utah)
) ss:
COUNTY OF Utah)

On the 29th day of August, 20 11, Cole Pilling
personally appeared before me, who being by me duly sworn did say that he/she is an Manager (owner, officer, director, partner, agent or other (specify)) of the Operator TM Crushing, LLC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

[Signature]
Notary Public
Residing at Lehi, Utah
January 7, 2015
My Commission Expires:



STATE OF TEXAS
COUNTY OF DALLAS
1960
RECEIVED FOR RECORD
JANUARY 10 1961
NOTARY PUBLIC



DIVISION OF OIL, GAS AND MINING:

By _____
Dana Dean, P.E., Associate Director

Date

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 20 __, _____
personally appeared before me, who being duly sworn did say that he, the said
_____ is the Associate Director of the Division of Oil, Gas and
Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to
me that he executed the foregoing document by authority of law on behalf of the State
of Utah.

Notary Public
Residing at: _____

My Commission Expires:

FACT SHEET

Commodity: Sand and Gravel

Mine Name: Talons Cove Ph. 2 Allred Pit

Permit Number: _____

County: Utah

Disturbed Acres: 5

Operator Name: TM CRUSHING LLC

Operator address: 1450 W 1850 N Lehi Ut

Operator telephone: (801) 766-7611

Operator fax: (801) 766-7604

Operator email: cpilling@tmcrushing.com

Contact: Cole Pilling

Surety Type: Bond

Held by (Bank/BLM): _____

Surety Amount: \$26,700

Surety Account Number: _____

Escalation Year: 3 year

Tax ID or Social Security (for cash only): _____

Surface owner: Two A, LLC

Mineral owner: Two A, LLC

UTU and/or ML number: _____

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov